

U.S. Department of Justice

Washington, DC 20530

# Exhibit A to Registration Statement

## Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Ruder Finn Inc. 301 East 57th Street New York, NY 10022		2. Registration No.  1481
3. Name of Foreign Principal VIA Rail	4. Principal Address of Foreign Principal  MKTG - VCVR - Sales - VIAGN VIA Rail Canada Inc. #300-1150	
5. Indicate whether your foreign principal is one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Foreign government  <input type="checkbox"/> Foreign political party  <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Association  <input type="checkbox"/> Individual-State nationality </div> <div> <input type="checkbox"/> Committee  <input type="checkbox"/> Voluntary group  <input type="checkbox"/> Other (specify) _____ </div> </div> </div> </div>		
6. If the foreign principal is a foreign government, state: <div style="margin-left: 20px;"> a) Branch or agency represented by the registrant   b) Name and title of official with whom registrant deals  Pierre Santoni, Sr. Director Domestic and International Sales </div>		
7. If the foreign principal is a foreign political party, state: <div style="margin-left: 20px;"> a) Principal address   b) Name and title of official with whom registrant deals  c) Principal aim </div>		

Formerly CRM-157

FORM NSD-3  
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

VIA Rail Canada operates the national passenger rail service on behalf of the Government of Canada. VIA Rail Canada is an independent Crown Corporation established in 1977

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

HSD/CES/REGISTRATION  
UNIT  
2013 MAR 19 AM 9:53

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
March 07, 2013	Mark E. Adams, Finance	/s/ Mark E. Adams
		eSigned

U.S. Department of Justice

Washington, DC 20530

# Exhibit B to Registration Statement

## Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  RUDER FINN INC	2. Registration No.  1481
3. Name of Foreign Principal  VIA RAIL	

### Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

PUBLIC RELATIONS COUNSEL

HSD/CES/REGISTRATION UNIT  
2013 MAR 19 AM 9:54

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

STRATEGIC COUNSEL  
MEDIA RELATIONS

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

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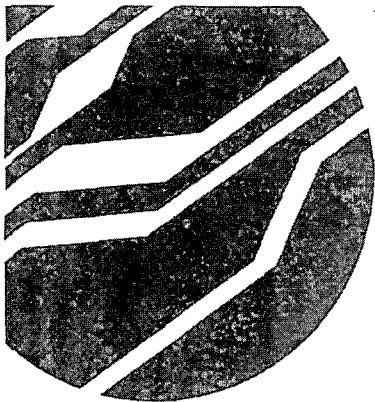
USD/CES/REGISTRATION  
UNIT

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
March 07, 2013	Mark E. Adams, Finance	/s/ Mark E. Adams eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



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110 East Broward Boulevard, Suite 1610  
Fort Lauderdale, FL 33301  
P 954.765.3636  
F 954.765.3441

November 28, 2012

By FEDERAL EXPRESS

VIA Rail Canada Inc.  
#300 – 1150 Station Street  
Vancouver, BC V6A 4C7  
Attn: Ms. Denise Henn, International Sales Coordinator    Contract: **C20090411-A1**

Dear Ms. Henn,

As per our agreement dated July 1, 2009, section 6.11 No Assignment, M. Silver Associates (AGENCY) is entering into a transaction merging its business with Finn Partners, a Ruder Finn Company, having an address at 301 East 57th Street, New York, NY 10022 as of January 1, 2013. This merger will provide greater resources available to VIA Rail Canada Inc., hereafter (CLIENT). All terms of the original agreement between M. Silver Associates and CLIENT will remain in place; including continuation of Morris Silver and Virginia M. Sheridan's services, fees and current staffing. The new name will be M. Silver, a Finn Partners Division.

Agency hereby requests CLIENT's consent to the transaction. Please advise if you need further information in connection with this request. If CLIENT approves of the transaction as aforesaid, please sign a copy of this letter at the space indicated below to evidence such approval and return it to us as soon as possible.

Very truly yours,

M. SILVER ASSOCIATES, INC.

Virginia M Sheridan  
Digitally signed by Virginia M Sheridan  
DN: cn=Virginia M Sheridan, o=M Silver  
Associates Inc, ou=President,  
email=vm Sheridan@msilver-pr.com, c=US  
Date: 2012.12.04 12:42:00 -0500

By: Virginia M. Sheridan, President

Date: \_\_\_\_\_

VIA RAIL CANADA INC.

By: Pierre Santoni  
Sr. Director, Domestic and International Sales

Date: Piercen 3, 2012



## **CONTRACT FOR SERVICES**

<b>VIA Contract No.</b>	C20090411
<b>Other Party</b>	M. Silver Associates Inc.
<b>VIA Contract Administrator</b>	Aurelio Macaraeg
<b>VIA Department</b>	International Sales

BETWEEN:

VIA RAIL CANADA INC.  
3 Place Ville-Marie, Suite 500  
Montréal, Québec  
Canada  
H3B 2C9

(hereinafter called "VIA")

AND:

M. SILVER ASSOCIATES INC.  
747 Third Ave., Suite 2300  
New York, NY 10017

(hereinafter called the "Service Provider")

WHEREAS VIA has, on March 27, 2009 issued the request for proposals bearing number 200902004 and entitled "Travel Media Relations – U.S." (the "Request for Proposals" attached as Appendix "A" hereto); and

WHEREAS the Service Provider has, in answer to the Request for Proposals, presented a proposal which VIA has accepted (the "Service Provider's Proposal", attached as Appendix "B" hereto);

## 1. DEFINITIONS

1.1 In this Contract, unless the context requires otherwise, the following terms and expressions have the meaning mentioned below:



1.1.1 "VIA and its Representatives": the terms "VIA and its Representatives" shall include collectively and individually VIA, its directors, officers, shareholders, employees, mandataries, agents, servants, representatives, subcontractors, consultants and those for whom VIA is in law responsible.

1.1.2 "Service Provider and its Representatives": the terms "Service Provider and its Representatives" shall include collectively and individually the Service Provider, its directors, officers, shareholders, employees, mandataries, agents, servants, representatives, subcontractors, consultants and those for whom the Service Provider is in law responsible.

1.1.3 "Claims": the term "Claims" shall include all claims, costs, charges, losses, liabilities, damages, demands, legal actions, judicial and extrajudicial costs and fees and expenses of whatever nature, source and kind in any manner.

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VIA Rail Canada Inc./LS (September 1, 2007)

VIA 	Service Provider 
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## 2. DESCRIPTION OF SERVICES

2.1 Scope The Service Provider shall provide VIA with the services described in Appendix "A".

### 2.2 Appendices

2.2.1 Without limiting in any way the scope of the services to be provided under this Contract, the Service Provider expressly acknowledges all the stipulations, terms and conditions of Appendix "A" and of Appendix "B" which, by this reference, shall form an integral part of this Contract as fully and effectively as if the same were set forth herein at length.

2.2.2 In the event of this Contract's interpretation, the stipulations, terms and conditions of:

- (i) this Contract shall prevail over those of Appendices "A" and "B"; and
- (ii) Appendix "A" shall prevail over those of Appendix "B".

2.3 Modifications VIA or the Service Provider may request changes in the scope of services under this Contract. No change in services shall take effect without the prior approval in writing from both parties.

2.4 Conformity While providing the services, the Service Provider is bound to act in the best interests of VIA, with the highest degree of prudence and diligence and in accordance with standard business practices and rules of art. The Service Provider shall rectify any service found to be deficient or any materials and supplies found to be unacceptable to VIA, in addition to any other breach, within the prescribed period mentioned in VIA's notice to this effect, without additional cost to VIA.

2.5 Inspection VIA has the right to inspect the services provided by the Service Provider at all reasonable times during the term of the Contract. Such inspection by VIA shall in no way relieve the Service Provider from its obligations under this Contract.


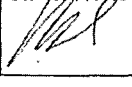
## 3. TERM

### 3.1 Initial Term

This Contract shall start on July 1, 2009 and end on June 30, 2012.

### 3.2 Renewal

The parties acknowledge that this Contract may be renewed for two (2) additional one-year periods that may, without restriction, be exercised by VIA. In the event where VIA exercises one or both of its renewal options, the applicable general conditions shall be the same as those contained in this Contract.

VIA 	Service Provider 
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#### 4. CONTRACT PRICE

- 4.1 VIA shall pay, in conformity with the terms of Section 5 and upon verification, a fixed price for the cost of all the services described in Section 2 that have been reasonably and properly rendered by the Service Provider. Such price shall in no event exceed ten thousand US dollars (USD\$10,000.00) per month.
- 4.2 VIA shall reimburse, at cost, the Service Provider's out of pockets reasonable expenses, up to a maximum amount of one thousand US dollars (USD\$1,000.00) per month.
- 4.3 VIA shall reimburse, at cost, non-budgeted reasonable expenses, such as press trip expenses and M. Silver Associates escort expenses, participation fees in Canadian Tourism Commission or Air Canada-organized media events and b-roll development.
- 4.4 The amount indicated in Section 4.1 is inclusive of all reasonable fees and expenses from whatsoever nature and exclusive of any applicable taxes.
- 4.5 For the purposes of this Contract, "Net Cost" shall mean the gross amount invoiced to the Service Provider by a third party, less any discounts (other than for payment in cash) or rebates.

- 4.5.1 Any products purchased or services retained from a third-party supplier by the Service Provider shall, if VIA has previously approved the expense, be reimbursed to the Service Provider on a Net Cost basis.



The Service Provider shall provide VIA with copies of approved estimates and quotations (which shall include copies of all supporting suppliers' invoices).

- 4.5.2 All reasonable travelling expenses incurred during a trip on VIA's behalf including transportation, lodging and meals as well as out of pocket expenses shall be reimbursed only if VIA has given its prior written approval. All billable travel expenses shall be billed to VIA on a Net Cost basis.

The Service Provider shall comply with all corporate travel expense guidelines established by VIA.

#### 5. METHOD OF PAYMENT

- 5.1 The Service Provider shall bill VIA on a monthly basis for the fees mentioned in Section 4.1 and VIA shall pay the Service Provider for the services rendered within thirty (30) days of receipt of the monthly invoice duly supported by appropriate documentation.

VIA	Service Provider
	



- 5.2 With regard to the costs mentioned in Sections 4.2 and 4.3, the Service Provider shall bill VIA and VIA shall reimburse the Service Provider within thirty (30) days of receipt of the invoices, duly supported by appropriate documentation.
- 5.3 The Service Provider shall specify on each of its invoices, the contract number, its taxes registration numbers and the amounts of such taxes payable by VIA.
- 5.4 All invoices rendered under the stipulations, terms and conditions of this Contract shall be sent to the following address and shall clearly identify the contract number:

VIA : **VIA Rail Canada Inc.**  
1150 Station Street,  
Vancouver, BC V6A 4C7  
Contract N°: C20090411  
Attention: Mr. Aurelio Macaraeg  
Manager, USA Sales

## 6. OTHER STIPULATIONS, TERMS AND CONDITIONS

### 6.1 Relationship Between the Parties

- 6.1.1 This Contract shall not be construed to empower the Service Provider with any authority of any nature whatsoever to engage VIA's liability, create any obligation of any kind or undertake any contractual ties on behalf of VIA, with another person or entity, except if VIA has expressly authorized in writing and in advance any such specific transaction.
- 6.1.2 This Contract shall bind the Service Provider and VIA only. It shall not, in any case, be interpreted as constituting an employment contract between VIA and the Service Provider.
- 6.1.3 The Service Provider shall make all necessary arrangements and make all required source deductions, including but not limited to, income tax, Québec/Canada pension plan, employment insurance, hospital and medical insurance and workers' compensation insurance. The Service Provider shall also make all necessary arrangements for the fringe benefits of its directors, officers, employees, mandataries, agents, servants, representatives, subcontractors, consultants and those for whom the Service Provider is in law responsible. The Service Provider shall at VIA's request provide all supporting documentation demonstrating its compliance with its obligations.


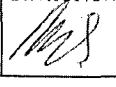
VIA 	Service Provider 
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## 6.2 Contract's Interpretation

- 6.2.1 No Waiver A renunciation by either party to exercise any right or action of which the party can avail itself in case of any violation or failure to comply with any obligation of this Contract shall not be construed as, nor constitute, a renunciation to claim performance of said obligation or a renunciation to exercise any subsequent right or action in case of any other violation or of failure to comply with any other obligation of this Contract.
- 6.2.2 Service Provider's Internal Disputes Should any disputes arise between the Service Provider and its Representatives in connection with this Contract, they shall be settled directly between themselves, and the Service Provider shall hold harmless and indemnify VIA from any Claim in this connection.

## 6.3 Liability and Indemnity

- 6.3.1 The Service Provider and its Representatives shall fully indemnify and save harmless VIA and its Representatives, and shall furthermore act as warrantors and take up VIA and its Representatives' defense to answer for all financial consequences for all Claims, including those of third parties, from whatever source, nature and kind in any manner, howsoever arising, including injury and death, with respect to the performance or nonperformance of this Contract's obligations, the performance of work and the provision of services by the Service Provider and its Representatives; and
- 6.3.2 The Service Provider and its Representatives shall waive any Claim they may have against VIA and its Representatives arising out of an accident or otherwise, resulting from VIA and its Representatives' operations, ownership, use or possession of any property, or any person under VIA and its Representatives' control. The Service Provider agrees to obtain a waiver of liability from its Representatives. Such waiver and indemnity shall apply notwithstanding the failure by the Service Provider to obtain any written waivers.
- 6.4 Insurance The Service Provider and its Representatives shall obtain and keep in force during the term of this Contract, the following insurance coverage:
- 6.4.1 **Error and Omission Liability Insurance** covering the liability of the Service Provider and its Representatives for any act of negligence, error, mistake or omission in rendering or failing to render services under this Contract. Such insurance shall be of a form and in terms acceptable to VIA and for a minimum amount of three hundred thousand dollars (\$300,000.00) per occurrence; and
- 6.4.2 **Comprehensive General Liability Insurance** covering the liability of the Service Provider and its Representatives for bodily injury, including death, and property


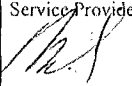
VIA 	Service Provider 
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damage for a minimum limit of one million dollars (\$1,000,000.00) per occurrence. Such insurance shall include VIA as "additional insured" but only with respect to the Service Provider and its Representatives' services on behalf of VIA under this Contract, and shall provide for cross, contractual and non-owned automobile liability coverage.

- 6.4.3 Prior to the commencement of this Contract, the Service Provider shall provide VIA with insurance certificates issued to VIA, dated and signed by an authorized representative of the Service Provider's insurance companies and evidencing all requirements mentioned above.
- 6.4.4 The above insurance policies shall include an endorsement whereby VIA shall be provided with a thirty (30) days advance notice in case of any modification, resiliation or resolution of the insurance coverage.
- 6.4.5 New insurance certificates evidencing renewal of the required insurance policies shall be submitted to VIA within thirty (30) days after renewal.
- 6.4.6 The acquisition and maintenance in force of the above insurance policies by the Service Provider and its Representatives shall in no manner be construed as to restrict or waive the liabilities, responsibilities or obligations of the Service Provider and its Representatives under this Contract.

## 6.5 Intellectual Property

- 6.5.1 Protection of Intellectual Property Rights The Service Provider acknowledges that VIA's intellectual property including trademarks and copyrighted work are valuable assets of VIA.
- 6.5.2 Intellectual Property Rights Vested in VIA All original material created by the Service Provider, including reports, specifications, drawings and other documentation, for VIA's account during this Contract, including all related copyrights, shall constitute VIA's exclusive property. In addition, the Service Provider shall assign to VIA all rights, titles and interests it holds with respect to all created material as they are being progressively produced or developed. At VIA's request, the Service Provider shall sign all necessary documents to protect VIA's rights in cases such as copyright assignment, copyright registration applications or renunciation to all moral rights.
- 6.5.3 Intellectual Property Indemnity The Service Provider and its Representatives shall fully indemnify and save harmless VIA and shall furthermore act as warrantors, take up VIA's defence and answer for all financial consequences including all Claims based upon or arising out of the use of any patent, trademark, copyright or other published or protected intellectual property (belonging to VIA or not) arising out of or related to:

VIA 	Service Provider 
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- 6.5.3.1. any technique to be used by the Service Provider in the performance of its obligations under this Contract; and
- 6.5.3.2. the use of any design, specifications, logos, and other documents by the Service Provider in the performance of its obligations under this Contract.

## 6.6 Confidentiality and Non-Disclosure Undertaking

- 6.6.1 The Service Provider and its Representatives shall maintain confidential all information pertaining to VIA and this Contract acquired before, during and after the term of this Contract, and all reports, specifications, drawings and other documentation produced hereunder, and shall not disclose or use same for any purposes other than for the performance of the obligations of this Contract.
- 6.6.2 The Service Provider agrees to comply with all applicable federal and provincial laws relative to the protection of personal information with respect to this Contract. VIA reserves its right to visit the Service Provider to evaluate and verify the Service Provider compliance with any applicable federal and provincial law relative to the protection of personal information.
- 6.6.3 This Contract and the information contained herein are confidential, subject to the provisions of the *Access to Information Act*, R.S.C. 1985, c. A-1 and the *Privacy Act*, R.S.C. 1985, c. P-21.
- 6.6.4 The provisions of Sections 6.6.1, 6.6.2 and 6.6.3 of this Contract shall survive the expiration or any resolution or resiliation of this Contract.



6.7 Environment The Service Provider and its Representatives shall comply with environmental law and they shall take all necessary measures with respect to safety, fire protection and environment.

6.8 Conflict of Interest The Service Provider shall immediately notify VIA of any situation that may lead to a conflict of interest.

6.9 Resiliation / Resolution The Service Provider cannot resolve or resiliate this Contract prior to its expiry without a serious reason. In the event of resiliation by the Service Provider, the Service Provider acknowledges and agrees that it is liable for any damage caused to VIA as a result of the resiliation and shall do all that is immediately necessary to prevent any loss. VIA may resolve or resiliate this Contract, in whole or in part, by a thirty-day written notice to the Service Provider. VIA shall not be liable for any Claims based upon or arising out of such resolution or resiliation save as to any amount, which may be due and owing to the Service Provider as of the date of resolution or resiliation. The Service Provider shall then produce a final report containing

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VIA Rail Canada Inc./LS (September 1, 2007)

VIA 	Service Provider 
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the amount in details within thirty (30) days following the date of resiliation. The final report is deemed to be an invoice as defined in Section 5 of this Contract.

- 6.10 Registers and Records The Service Provider shall maintain proper books and records in accordance with generally accepted accounting principles and in such detail as is necessary for proper financial management. VIA or its authorized representative shall have access at all reasonable times, during the term of this Contract and for a period of three (3) years thereafter, to the Service Provider's books, records, and data stored in computers and all documents pertaining to the Service Provider's services for the purpose of auditing and verifying the costs of its services or for any other reasonable purpose. The Service Provider shall not charge VIA for any audit. The Service Provider shall immediately reimburse VIA for audit claims resolved in VIA's favor.
- 6.11 No Assignment The Service Provider shall not assign this Contract in whole or in part, nor shall the Service Provider subcontract its obligations without prior written approval by VIA.
- 6.12 Successors and Permitted Assigns This Contract shall enure to the benefit of, and shall be binding upon, the successors and permitted assigns of VIA and the Service Provider respectively.
- 6.13 Notices Any notices to be given with respect to this Contract shall be deemed to have been, if given by hand delivery or by recognized courier or registered mail, sent to the following address :

VIA:

**VIA Rail Canada Inc.**  
1150 Station Street  
Vancouver, British Columbia  
V6A 4C7  
Contract N°: C20090411  
Attention: Mr. Aurelio Macaraeg  
Manager, USA Sales


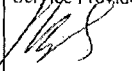
Service Provider:

**M. SILVER ASSOCIATES INC.**  
747 Third Ave., Suite 2300  
New York, NY 10017  
Contract No: C20090411  
Mr. Christopher Dale, Account Supervisor


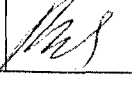
- 6.14 Applicable Laws and Election of Domicile This Contract shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein, without giving effect to any choice or conflict of law, rules and other provisions (whether in the Province of Québec or in any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Province of Québec. The parties shall elect domicile under the jurisdiction of the courts in the District of Montréal, Québec.

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VIA Rail Canada Inc./LS (September 1, 2007)

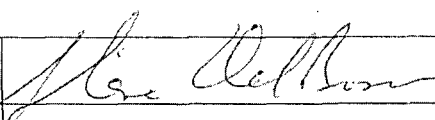
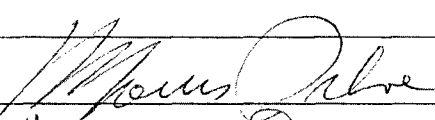
VIA 	Service Provider 
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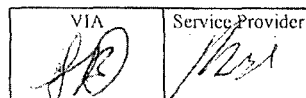
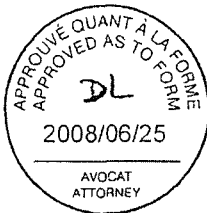
- 6.15 Full and Entire Contract This Contract contains the full and entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contracts, agreements, understandings and negotiations, whether oral or written, of the parties with respect to the subject matter hereof.
- 6.16 Useful Information The Service Provider acknowledges that VIA has provided useful information with respect to the services to be rendered prior to the signature of this Contract.
- 6.17 Severability Should any section, paragraph or provision (including any part thereof) of this Contract be declared null, without effect or deemed unwritten, such fact shall affect only that section, paragraph or provision, and not the remaining sections, paragraphs or provisions, except in the case of this Contract's clear intention to the contrary.
- 6.18 Conjunctive and Cumulative Rights All obligations mentioned in this Contract are conjunctive and cumulative. The obligations are neither alternative nor facultative. The waiver to exercise any right or action under this Contract shall not be construed as a waiver of any other right or any other action.
- 6.19 Formal Notice If a party must perform an obligation under this Contract in a time allowed, the mere lapse of time for performing it shall have the effect of constituting that party in default.
- 6.20 Counterparts Each counterpart of this Contract shall be deemed to be an original when duly initialed and signed by all the parties, it being understood, however, that all of these counterparts shall constitute one and same agreement.
- 6.21 Titles The titles used in this Contract are only used for purposes of reference and commodity. The titles aim to facilitate consultation and shall in no case modify the signification or the scope neither of provisions that the titles designate nor of the object of this Contract.
- 6.22 Acknowledgement The parties acknowledge that:
- 6.22.1 this Contract is written in easily legible type in plain language that is easily understood by the parties and constitutes the expression of will of the parties. The parties have entirely read and understood this Contract. If needed, the parties received adequate explanations on the nature and scope of the clauses in this Contract from an advisor of their choice; and
- 6.22.2 the parties negotiated this Contract jointly and this Contract shall be construed neither against nor in favour of either party, but rather so that each clause is given the meaning derived from this Contract as a whole.
- 6.23 Language It is upon the express wish and agreement of the parties that this Contract is written in the English Language. *Ce contrat est rédigé dans la langue anglaise selon la volonté et l'entente expresses des parties.*

VIA	Service Provider
	

Please signify your consent and acceptance by signing a copy of this Contract and returning same to us.

We have understood, consented to and signed two original copies.

VIA RAIL CANADA INC.		M. SILVER ASSOCIATES INC.	
Signature:		Signature:	
Name:	Steve Del Bosco	Name:	Morris Silver
Title:	Chief Customer Officer	Title:	CEO
Location:	Montréal, Québec	Location:	New York, NY
Date:	June 29, 2009	Date:	7/1/09







APPENDIX "A"

REQUEST FOR PROPOSALS

CONFIDENTIAL

VIA Rail Canada Inc./LS (September 1, 2007)



VIA	Service Provider
	

APPENDIX "B"

SERVICE PROVIDER'S PROPOSAL

CONFIDENTIAL

VIA Rail Canada Inc./LS (September 1, 2007)

VIA 	Service Provider 
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